

1 Kevin R. Sutherland (State Bar No. 163746)  
2 Natasha N. Mikha (State Bar No. 270731)  
CLYDE & CO US LLP  
3 633 West 5th Street, 26th Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600  
Facsimile: (213) 358-7699  
Email: kevin.sutherland@clydeco.us  
natasha.mikha@clydeco.us

6 Jeffrey J. Ellis (*pro hac vice* application to be submitted)  
CLYDE & CO US LLP  
7 405 Lexington Avenue, 16th Floor  
New York, New York 10174  
8 Telephone: (212) 710-3900  
Facsimile: (212) 710-3950  
9 Email: jeff.ellis@clydeco.us

10 Attorneys for Defendant  
FRONTIER AIRLINES, INC.  
11

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 ANDREA RIDGELL, on behalf of ) Case No.: 2:18-CV-04916 PA (AFMx)  
15 herself and others similarly situated, )  
Plaintiff, ) FRONTIER AIRLINES INC.'S  
16 v. ) ANSWER TO PLAINTIFF'S  
FRONTIER AIRLINES, INC., a ) COMPLAINT  
Colorado corporation; AIRBUS )  
17 S.A.S., a foreign corporation doing )  
business in the State of California; )  
AIRBUS GROUP HQ, INC., a )  
corporation doing business in the State )  
of California, )  
Defendants. )  
22 \_\_\_\_\_)

Frontier Airlines, Inc. (hereinafter "Frontier"), by and through its counsel of record, Clyde & Co US LLP, hereby answers plaintiff's complaint as follows:

25 **AS TO THE INTRODUCTION**

26 1. Frontier denies the allegations contained in paragraph 1 of plaintiff's  
complaint on the basis that it lacks knowledge and information sufficient to form a  
27 belief as to the truth of the allegations, and respectfully refers all matters of law

contained therein to the Court.

2. Frontier denies the allegations contained in paragraph 2 of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

3. Frontier denies the allegations contained in paragraph 3 of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

4. Frontier denies the allegations contained in paragraph 4 of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

5. Frontier denies the allegations contained in paragraph 5 of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

## AS TO THE PARTIES

6. Frontier denies the allegations contained in paragraph 1 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

7. Frontier denies the allegations contained in paragraph 2 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

8. Frontier denies the allegations contained in paragraph 3 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

9. Frontier denies the allegations contained in paragraph 4 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a

1 belief as to the truth of the allegations, and respectfully refers all matters of law  
2 contained therein to the Court.

3 10. Frontier admits the allegations contained in paragraph 5 [*sic*] of plaintiff's  
4 complaint.

5 **AS TO JURISDICTION AND VENUE**

6 11. Frontier denies the allegations contained in paragraph 6 [*sic*] of plaintiff's  
7 complaint on the basis that it lacks knowledge and information sufficient to form a  
8 belief as to the truth of the allegations, and respectfully refers all matters of law  
9 contained therein to the Court.

10 12. Frontier denies the allegations contained in paragraph 7 [*sic*] of plaintiff's  
11 complaint on the basis that it lacks knowledge and information sufficient to form a  
12 belief as to the truth of the allegations, and respectfully refers all matters of law  
13 contained therein to the Court, except that Frontier admits that Frontier is certified by  
14 the United States Department of Transportation to engage in interstate air  
15 transportation and operates flights to and from California.

16 13. Frontier denies the allegations contained in paragraph 8 [*sic*] of  
17 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
18 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
19 contained therein to the Court, except that Frontier admits that Frontier is certified by  
20 the United States Department of Transportation to engage in interstate air  
21 transportation and operates flights to and from California.

22 14. Frontier denies the allegations contained in paragraph 9 [*sic*] of plaintiff's  
23 complaint, and respectfully refers all matters of law contained therein to the Court.

24 **AS TO "FACTS ABOUT FRONTIER FLIGHT F91630"**

25 15. Frontier admits the allegations contained in paragraph 10 [*sic*] of  
26 plaintiff's complaint.

27 16. Frontier admits the allegations contained in paragraph 11 [*sic*] of  
28 plaintiff's complaint.

1       17. Frontier denies the allegations contained in paragraph 12 [sic] of  
2 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
3 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
4 contained therein to the Court.

5       18. Frontier denies the allegations contained in paragraph 13 [sic] of  
6 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
7 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
8 contained therein to the Court, except that Frontier admits that Frontier is certified by  
9 the United States Department of Transportation to engage in interstate air  
10 transportation and operates flights to and from California.

11       19. Frontier denies the allegations contained in paragraph 14 [sic] of  
12 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
13 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
14 contained therein to the Court.

15       20. Frontier denies the allegations contained in paragraph 15 [sic] of  
16 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
17 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
18 contained therein to the Court.

19       21. Frontier denies the allegations contained in paragraph 16 [sic] of  
20 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
21 Court.

22       22. Frontier denies the allegations contained in paragraph 17 [sic] of  
23 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
24 Court.

25       23. Frontier denies the allegations contained in paragraph 18 [sic] of  
26 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
27 Court.  
28 //

CLYDE & COUS LLP  
633 W. 5<sup>th</sup> Street, 26th Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600

1       24. Frontier denies the allegations contained in paragraph 19 [sic] of  
2 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
3 Court.

4       25. Frontier denies the allegations contained in paragraph 20 [sic] of  
5 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
6 Court, except Frontier admits that the flight was diverted to Phoenix, Arizona.

7       26. Frontier denies the allegations contained in paragraph 21 [sic] of  
8 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
9 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
10 contained therein to the Court.

11      27. Frontier denies the allegations contained in paragraph 22 [sic] of  
12 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
13 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
14 contained therein to the Court.

15      28. Frontier denies the allegations contained in paragraph 23 [sic] of  
16 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
17 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
18 contained therein to the Court.

19      29. Frontier denies the allegations contained in paragraph 24 [sic] of  
20 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
21 Court.

22      30. Frontier denies the allegations contained in paragraph 25 [sic] of  
23 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
24 form a belief as to the truth of the allegations.

25      31. Frontier denies the allegations contained in paragraph 26 [sic] of  
26 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
27 form a belief as to the truth of the allegations.

28      //

CLYDE & COUS LLP  
633 W. 5th Street, 26th Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600

32. Frontier denies the allegations contained in paragraph 27 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

**AS TO "GENERAL FACTS ABOUT DEFENDANTS"**

**BLEED AIR SYSTEM"**

33. Frontier denies the allegations contained in paragraph 28 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft operated by Frontier are certified by the Federal Aviation Administration ("FAA") as airworthy and are maintained in accordance with manuals and procedures that are also certified and approved by the FAA.

34. Frontier denies the allegations contained in paragraph 29 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft operated by Frontier are certified by the FAA as airworthy and are maintained in accordance with manuals and procedures that are also certified and approved by the FAA.

35. Frontier denies the allegations contained in paragraph 30 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft operated by Frontier are certified by the FAA as airworthy and are maintained in accordance with manuals and procedures that are also certified and approved by the FAA.

36. Frontier denies the allegations contained in paragraph 31 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft operated by Frontier are certified by the FAA as airworthy and are maintained in

accordance with manuals and procedures that are also certified and approved by the FAA.

37. Frontier denies the allegations contained in paragraph 32 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft operated by Frontier are certified by the FAA as airworthy and are maintained in accordance with manuals and procedures that are also certified and approved by the FAA.

38. Frontier denies the allegations contained in paragraph 33 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft operated by Frontier are certified by the FAA as airworthy and are maintained in accordance with manuals and procedures that are also certified and approved by the FAA.

## AS TO "FACTS ABOUT 'FUME' EVENTS"

39. Frontier denies the allegations contained in paragraph 34 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

40. Frontier denies the allegations contained in paragraph 35 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft operated by Frontier are certified by the FAA as airworthy and are maintained in accordance with manuals and procedures that are also certified and approved by the FAA.

41. Frontier denies the allegations contained in paragraph 36 [*sic*] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, except Frontier admits that all aircraft

1       operated by Frontier are certified by the FAA as airworthy and are maintained in  
2       accordance with manuals and procedures that are also certified and approved by the  
3       FAA.

4           42. Frontier denies the allegations contained in paragraph 37 [sic] of  
5       plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
6       form a belief as to the truth of the allegations, except Frontier admits that all aircraft  
7       operated by Frontier are certified by the FAA as airworthy and are maintained in  
8       accordance with manuals and procedures that are also certified and approved by the  
9       FAA.

10          43. Frontier denies the allegations contained in paragraph 38 [sic] of  
11       plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
12       form a belief as to the truth of the allegations, except Frontier admits that all aircraft  
13       operated by Frontier are certified by the FAA as airworthy and are maintained in  
14       accordance with manuals and procedures that are also certified and approved by the  
15       FAA.

16          44. Frontier denies the allegations contained in paragraph 39 [sic] of  
17       plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
18       form a belief as to the truth of the allegations, except Frontier admits that all aircraft  
19       operated by Frontier are certified by the FAA as airworthy and are maintained in  
20       accordance with manuals and procedures that are also certified and approved by the  
21       FAA.

22          45. Frontier denies the allegations contained in paragraph 40 [sic] of  
23       plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
24       form a belief as to the truth of the allegations, except Frontier admits that all aircraft  
25       operated by Frontier are certified by the FAA as airworthy and are maintained in  
26       accordance with manuals and procedures that are also certified and approved by the  
27       FAA.

28       //

CLYDE & COUS LLP  
633 W. 5<sup>th</sup> Street, 26th Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600

1       46. Frontier denies the allegations contained in paragraph 41 [sic] of  
2 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
3 form a belief as to the truth of the allegations, except Frontier admits that all aircraft  
4 operated by Frontier are certified by the FAA as airworthy and are maintained in  
5 accordance with manuals and procedures that are also certified and approved by the  
6 FAA.

7       47. Frontier denies the allegations contained in paragraph 42 [sic] of  
8 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
9 form a belief as to the truth of the allegations, except Frontier admits that all aircraft  
10 operated by Frontier are certified by the FAA as airworthy and are maintained in  
11 accordance with manuals and procedures that are also certified and approved by the  
12 FAA.

13       48. Frontier denies the allegations contained in paragraph 43 [sic] of  
14 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
15 form a belief as to the truth of the allegations, except Frontier admits that all aircraft  
16 operated by Frontier are certified by the FAA as airworthy and are maintained in  
17 accordance with manuals and procedures that are also certified and approved by the  
18 FAA.

19       49. Frontier denies the allegations contained in paragraph 44 [sic] of  
20 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
21 form a belief as to the truth of the allegations, except Frontier admits that all aircraft  
22 operated by Frontier are certified by the FAA as airworthy and are maintained in  
23 accordance with manuals and procedures that are also certified and approved by the  
24 FAA.

25       50. Frontier denies the allegations contained in paragraph 45 [sic] of  
26 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
27 form a belief as to the truth of the allegations, except Frontier admits that all aircraft  
28 operated by Frontier are certified by the FAA as airworthy and are maintained in

1 accordance with manuals and procedures that are also certified and approved by the  
 2 FAA.

3       51. Frontier denies the allegations contained in paragraph 46 [sic] of  
 4 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
 5 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
 6 contained therein to the Court.

7 **AS TO "'FUME' EVENTS ARE COMMON ON DEFENDANT'S AIRCRAFTS"**

8       52. Frontier denies the allegations contained in paragraph 47 [sic] of  
 9 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
 10 Court.

11       53. Frontier denies the allegations contained in paragraph 48 [sic] of  
 12 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
 13 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
 14 contained therein to the Court, except Frontier admits that if the flight crew suspects  
 15 that an odor, fume or smoke poses a risk to the safety of flight, the flight can be  
 16 diverted to a closer airport.

17       54. Frontier denies the allegations contained in paragraph 49 [sic] of  
 18 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
 19 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
 20 contained therein to the Court, except Frontier admits that if the flight crew suspects  
 21 that an odor, fume or smoke poses a risk to the safety of flight, the flight can be  
 22 diverted to a closer airport.

23       55. Frontier denies the allegations contained in paragraph 50 [sic] of  
 24 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
 25 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
 26 contained therein to the Court, except Frontier admits that if the flight crew suspects  
 27 that an odor, fume or smoke poses a risk to the safety of flight, the flight can be  
 28 diverted to a closer airport.

1       56. Frontier denies the allegations contained in paragraph 51 [sic] of  
2 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
3 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
4 contained therein to the Court, except Frontier admits that if the flight crew suspects  
5 that an odor, fume or smoke poses a risk to the safety of flight, the flight can be  
6 diverted to a closer airport.

7       57. Frontier denies the allegations contained in paragraph 52 [sic] of  
8 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
9 Court.

10      **AS TO "DEFENDANTS HAVE KNOWN OF THE DANGERS OF FUME  
11                   EVENTS AND BLEED AIR FOR YEARS"**

12      58. Frontier denies the allegations contained in paragraph 53 [sic] of  
13 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
14 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
15 contained therein to the Court.

16      59. Frontier denies the allegations contained in paragraph 54 [sic] of  
17 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
18 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
19 contained therein to the Court.

20      60. Frontier denies the allegations contained in paragraph 55 [sic] of  
21 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
22 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
23 contained therein to the Court.

24      61. Frontier denies the allegations contained in paragraph 56 [sic] of  
25 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
26 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
27 contained therein to the Court.

28      //

1       62. Frontier denies the allegations contained in paragraph 57 [*sic*] of  
2 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
3 Court.

4       63. Frontier denies the allegations contained in paragraph 58 [*sic*] of  
5 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
6 Court.

7       64. Frontier denies the allegations contained in paragraph 59 [*sic*] of  
8 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
9 Court.

10      65. Frontier denies the allegations contained in paragraph 60 [*sic*] of  
11 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
12 Court.

13      66. Frontier denies the allegations contained in paragraph 61 [*sic*] of  
14 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
15 Court.

16      67. Frontier denies the allegations contained in paragraph 62 [*sic*] of  
17 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
18 Court.

19      68. Frontier denies the allegations contained in paragraph 63 [*sic*] of  
20 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
21 Court, except Frontier admits that Frontier operates and maintains its aircraft in  
22 accordance with FAA requirements.

23      69. Frontier denies the allegations contained in paragraph 64 [*sic*] of  
24 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
25 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
26 contained therein to the Court.

27      70. Frontier denies the allegations contained in paragraph 65 [*sic*] of  
28 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to

form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that Frontier is required to operate and maintain its aircraft in accordance with FAA requirements and applicable law.

71. Frontier denies the allegations contained in paragraph 66 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that Frontier is required to operate and maintain its aircraft in accordance with FAA requirements and applicable law.

72. Frontier denies the allegations contained in paragraph 67 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that Frontier is required to operate and maintain its aircraft in accordance with FAA requirements and applicable law.

73. Frontier denies the allegations contained in paragraph 68 [sic] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

# **AS TO "THERE EXISTS A BETTER ALTERNATIVE DESIGN FOR THE AIRCRAFT"**

74. Frontier denies the allegations contained in paragraph 69 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

75. Frontier denies the allegations contained in paragraph 70 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law

1 contained therein to the Court.

2       76. Frontier denies the allegations contained in paragraph 71 [*sic*] of  
3 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
4 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
5 contained therein to the Court.

6       77. Frontier denies the allegations contained in paragraph 72 [*sic*] of  
7 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
8 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
9 contained therein to the Court.

10      78. Frontier denies the allegations contained in paragraph 73 [*sic*] of  
11 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
12 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
13 contained therein to the Court.

14      79. Frontier denies the allegations contained in paragraph 74 [*sic*] of  
15 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
16 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
17 contained therein to the Court.

18      80. Frontier denies the allegations contained in paragraph 75 [*sic*] of  
19 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
20 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
21 contained therein to the Court.

## 22                   **AS TO CLASS ACTION ALLEGATIONS**

23      81. Frontier denies the allegations contained in paragraph 76 [*sic*] of  
24 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
25 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
26 contained therein to the Court.

27      //

28      //

CLYDE & COUS LLP  
633 W. 5<sup>th</sup> Street, 26th Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600

82. Frontier denies the allegations contained in paragraph 77 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

83. Frontier denies the allegations contained in paragraph 78 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

84. Frontier denies the allegations contained in paragraph 79 [sic] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

85. Frontier denies the allegations contained in paragraph 80 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

86. Frontier denies the allegations contained in paragraph 81 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

87. Frontier denies the allegations contained in paragraph 82 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

## AS TO COUNT I

88. Frontier denies the allegations contained in paragraph 83 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

89. Frontier denies the allegations contained in paragraph 84 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

90. Frontier denies the allegations contained in paragraph 85 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

91. Frontier denies the allegations contained in paragraph 86 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

## AS TO COUNT II

92. As to the allegations in paragraph 87 [sic] of plaintiff's complaint, Frontier repeats and realleges each and every response to the prior allegations in plaintiff's complaint as if fully stated herein.

93. Frontier denies the allegations contained in paragraph 88 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that the FAA has issued regulations and other requirements regarding the cabin environment.

94. Frontier denies the allegations contained in paragraph 89 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that the FAA has issued regulations and other requirements regarding the cabin environment.

95. Frontier denies the allegations contained in paragraph 90 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that the FAA has issued regulations and other requirements regarding the cabin environment.

96. Frontier denies the allegations contained in paragraph 91 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that the FAA has issued regulations and other requirements regarding the cabin environment.

11

97. Frontier denies the allegations contained in paragraph 92 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that the FAA has issued regulations and other requirements regarding the cabin environment.

98. Frontier denies the allegations contained in paragraph 93 [sic] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

99. Frontier denies the allegations contained in paragraph 94 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court, except Frontier admits that Frontier is required to operate and maintain its aircraft in accordance with FAA requirements and applicable law.

100. Frontier denies the allegations contained in paragraph 95 [sic] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court

101. Frontier denies the allegations contained in paragraph 96 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

## AS TO COUNT III

102. As to the allegations in paragraph 97 [sic] of plaintiff's complaint, Frontier repeats and realleges each and every response to the prior allegations in plaintiff's complaint as if fully stated herein.

103. Frontier denies the allegations contained in paragraph 98 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law

1 contained therein to the Court, except Frontier admits that Frontier is required to  
2 operate and maintain its aircraft in accordance with FAA requirements and applicable  
3 law.

4 104. Frontier denies the allegations contained in paragraph 99 [sic] of  
5 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
6 Court.

7 105. Frontier denies the allegations contained in paragraph 100 [sic] of  
8 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
9 Court.

10 106. Frontier denies the allegations contained in paragraph 101 [sic] of  
11 plaintiff's complaint on the basis that it lacks knowledge and information sufficient to  
12 form a belief as to the truth of the allegations, and respectfully refers all matters of law  
13 contained therein to the Court, except Frontier admits that Frontier is required to  
14 operate and maintain its aircraft in accordance with FAA requirements and applicable  
15 law.

16 107. Frontier denies the allegations contained in paragraph 102 [sic] of  
17 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
18 Court.

19 108. Frontier denies the allegations contained in paragraph 103 [sic] of  
20 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
21 Court.

22 109. Frontier denies the allegations contained in paragraph 104 [sic] of  
23 plaintiff's complaint, and respectfully refers all matters of law contained therein to the  
24 Court.

25 **AS TO COUNT IV**

26 110. As to the allegations in paragraph 105 [sic] of plaintiff's complaint,  
27 Frontier repeats and realleges each and every response to the prior allegations in  
28 plaintiff's complaint as if fully stated herein.

111. Frontier denies the allegations contained in paragraph 106 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

112. Frontier denies the allegations contained in paragraph 107 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

113. Frontier denies the allegations contained in paragraph 108 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

114. Frontier denies the allegations contained in paragraph 109 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

115. Frontier denies the allegations contained in paragraph 110 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

116. Frontier denies the allegations contained in paragraph 111 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

117. Frontier denies the allegations contained in paragraph 112 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

118. Frontier denies the allegations contained in paragraph 113 [*sic*] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

## AS TO COUNT V

119. As to the allegations in paragraph 114 [sic] of plaintiff's complaint, Frontier repeats and realleges each and every response to the prior allegations in plaintiff's complaint as if fully stated herein.

120. Frontier denies the allegations contained in paragraph 115 [sic] of plaintiff's complaint on the basis that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations, and respectfully refers all matters of law contained therein to the Court.

121. Frontier denies the allegations contained in paragraph 116 [sic] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

122. Frontier denies the allegations contained in paragraph 117 [sic] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

123. Frontier denies the allegations contained in paragraph 118 [sic] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

124. Frontier denies the allegations contained in paragraph 119 [sic] of plaintiff's complaint, and respectfully refers all matters of law contained therein to the Court.

## **FIRST AFFIRMATIVE DEFENSE**

## **TO EACH AND EVERY CAUSE OF ACTION**

125. Plaintiff's complaint is barred because it fails to state a claim against Frontier upon which relief can be granted, as the standards for air carrier operations are governed exclusively by federal law, specifically the Federal Aviation Act of 1958, P.L. 85-726, 72 Stat. 731, formerly codified as 49 U.S.C. Section 1301, *et seq.*, now recodified and incorporated into 49 U.S.C. Section 40101, *et seq.*, as well as the regulations and tariffs promulgated thereunder.

## **SECOND AFFIRMATIVE DEFENSE**

## **TO EACH AND EVERY CAUSE OF ACTION**

126. Plaintiff's complaint is barred because plaintiff and/or the proposed classes lack standing and/or capacity to bring this action.

**THIRD AFFIRMATIVE DEFENSE  
TO EACH AND EVERY CAUSE OF ACTION**

127. Plaintiff's complaint is barred by plaintiff and/or the proposed classes' failure to mitigate their damages, if any.

# **FOURTH AFFIRMATIVE DEFENSE**

## **TO EACH AND EVERY CAUSE OF ACTION**

128. Plaintiff's complaint is barred because plaintiff and/or the proposed classes knowingly, voluntarily and freely assumed the risk of all activities alleged in the complaint.

**FIFTH AFFIRMATIVE DEFENSE**  
**TO EACH AND EVERY CAUSE OF ACTION**

129. Any injuries, damages or loss sustained by plaintiff and/or the proposed classes, if such occurred, were proximately caused and/or contributed to by their own fault or negligence in that they did not exercise ordinary care on their own behalf and acted recklessly or carelessly at the time and place set forth in the complaint. Accordingly, their recovery, if any, should be denied or reduced by the amount of fault or negligence attributable to their conduct.

**SIXTH AFFIRMATIVE DEFENSE**  
**TO EACH AND EVERY CAUSE OF ACTION**

130. The liability of Frontier, if any, with respect to plaintiff's and/or the proposed classes' alleged damages is limited or excluded in accordance with Frontier's conditions of carriage, conditions of contract and/or the provisions of its passenger rules and fares tariff.

# **SEVENTH AFFIRMATIVE DEFENSE**

## **TO EACH AND EVERY CAUSE OF ACTION**

131. The claims in the complaint relate to price, route, or service, as set forth in Section 4 of the Airline Deregulation Act of 1978, which added former Section 105 of the Federal Aviation Act of 1958, as amended, now codified at 49 U.S.C. Section

41713(b)(1), and as such are preempted by same.

**EIGHTH AFFIRMATIVE DEFENSE  
TO EACH AND EVERY CAUSE OF ACTION**

132. The common law claims in the complaint challenge the safety and effectiveness of a federally regulated aircraft and are therefore, preempted.

**NINTH AFFIRMATIVE DEFENSE  
TO EACH AND EVERY CAUSE OF ACTION**

133. The use of state law to contradict or supplement federal aviation legislation and the regulations promulgated thereunder would be an unconstitutional burden on interstate air commerce.

**TENTH AFFIRMATIVE DEFENSE**  
**TO EACH AND EVERY CAUSE OF ACTION**

134. The incident alleged in the complaint, and the damage that plaintiff alleges she and/or the proposed classes suffered as a result thereof, were due to the negligence or other wrongful acts or omissions of persons or entities other than Frontier. However, in the event that a finding is made that negligence exists on the part of Frontier, which proximately contributed to plaintiff's and/or the proposed classes' damages alleged in the complaint, Frontier's liability, if any, should be reduced by an amount proportionate to the amount by which the comparative fault or negligence of such other persons or entities contributed to the happening of the alleged incidents and damages upon which plaintiff and the proposed classes seek recovery.

**ELEVENTH AFFIRMATIVE DEFENSE  
TO EACH AND EVERY CAUSE OF ACTION**

135. Plaintiff's and/or the proposed classes' damages, if any, are due to the acts or omissions of persons or entities other than Frontier. However, in the event a finding is made that liability exists on the part of Frontier, Frontier is entitled to an allocation of liability and damages, indemnity and/or contribution from such persons

1 or entities in direct proportion to their respective fault.

2                   **TWELFTH AFFIRMATIVE DEFENSE**  
3                   **TO EACH AND EVERY CAUSE OF ACTION**

4                 136. Because the damages alleged in the complaint were proximately caused  
5 and contributed to by parties other than Frontier, the provisions of Proposition 51,  
6 codified at California Civil Code Section 1431.2, are operative and Frontier cannot be  
7 liable for the non-economic damages, if any, caused by parties other than Frontier.

8                   **THIRTEENTH AFFIRMATIVE DEFENSE**  
9                   **TO EACH AND EVERY CAUSE OF ACTION**

10               137. The injuries, damages and losses allegedly suffered by plaintiff and/or the  
11 proposed classes were caused by intervening and superseding causes, and not caused  
12 by Frontier.

13                   **FOURTEENTH AFFIRMATIVE DEFENSE**  
14                   **TO EACH AND EVERY CAUSE OF ACTION**

15               138. Plaintiff's and/or the proposed classes' damages, if any, were caused in  
16 whole or in part by the acts or omissions of plaintiff and/or the proposed classes  
17 and/or their agents, predecessors in interest, affiliates, contractors, subcontractors  
18 and/or employees. Accordingly, the amount of damages recoverable by plaintiff and  
19 the proposed classes, if any, must be diminished in direct proportion to their fault  
20 thereof.

21                   **FIFTEENTH AFFIRMATIVE DEFENSE**  
22                   **TO EACH AND EVERY CAUSE OF ACTION**

23               139. Plaintiff's and/or the proposed classes' claims are barred by any and all  
24 applicable statutes of limitations and/or statutes of repose.

25               //

26               //

27               //

28               //

CLYDE & COUS LLP  
633 W. 5<sup>th</sup> Street, 26th Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600

## SIXTEENTH AFFIRMATIVE DEFENSE

## **TO EACH AND EVERY CAUSE OF ACTION**

140. Whatever injury, damage or loss that may have been sustained by plaintiff and/or the proposed classes was not proximately caused by any act or omission on the part of Frontier.

## **SEVENTEENTH AFFIRMATIVE DEFENSE**

## **TO EACH AND EVERY CAUSE OF ACTION**

141. If plaintiff and/or the proposed classes are entitled to recover damages, which is denied, the amount of any damages should be reduced in whole or in part by the amounts received from any collateral source.

## **EIGHTEENTH AFFIRMATIVE DEFENSE**

## **TO EACH AND EVERY CAUSE OF ACTION**

142. The action is barred because plaintiff and/or the proposed classes failed to exercise reasonable and ordinary care to avoid an obvious danger to the extent such a danger existed.

## NINETEENTH AFFIRMATIVE DEFENSE

## **TO EACH AND EVERY CAUSE OF ACTION**

143. Frontier reserves the right to assert any other affirmative defenses that may develop during the litigation of this action.

## **TWENTIETH AFFIRMATIVE DEFENSE**

# **TO EACH AND EVERY CAUSE OF ACTION**

144. Frontier adopts and incorporates by reference any and all other applicable defenses asserted by any other defendants or third-party defendants.

## **TWENTY-FIRST AFFIRMATIVE DEFENSE**

# **TO EACH AND EVERY CAUSE OF ACTION**

145. The proposed classes cannot be certified under Federal Rule of Civil Procedure 23 because, *inter alia*, the proposed classes, class representatives and/or class counsel fail to meet the typicality, commonality, adequacy, superiority, and

1 predominance requirements for class actions.

2 WHEREFORE, Frontier prays for judgment as follows:

- 3 1. That plaintiff and the proposed classes take nothing by reason of the  
4 complaint and for judgment in favor of Frontier;
- 5 2. That Frontier be awarded costs of suit incurred herein; and
- 6 3. For such other and further relief as the Court deems necessary, just and  
7 proper.

8 Dated: August 14, 2018

CLYDE & CO US LLP

9 By: 

10 KEVIN R. SUTHERLAND  
11 NATASHA N. MIKHA  
12 Attorneys for Defendant  
13 FRONTIER AIRLINES, INC.

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
CLYDE & CO US LLP  
633 W. 5th Street, 26th Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600

## **PROOF OF SERVICE**

**STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California, I am over the age of eighteen years, and not a party to the within action. My business address is 101 Second Street, 24th Floor, San Francisco, California 94105.

On August 14, 2018, I served the document(s) described as:

## **FRONTIER AIRLINES INC.'S ANSWER TO PLAINTIFF'S COMPLAINT**

on the parties in this action addressed as follows:

**SEE ATTACHED SERVICE LIST**

in the following manner:

- (BY FAX):** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below, or as stated on the attached service list, on this date before 5:00 p.m.
  - (BY MAIL):** as follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.
  - (BY OVERNIGHT DELIVERY):** I caused such envelope(s) to be delivered to an overnight delivery carrier with delivery fees provided for, addressed to the person(s) on whom it is to be served.
  - (BY PERSONAL SERVICE):** I caused such envelope(s) to be delivered by hand this date to the offices of the addressee(s).
  - (BY CM/ECF):** by electronic filing system with the clerk of the Court which will send a Notice of Electronic Filing to all parties with an e-mail address of record, who have filed a Notice of Consent to Electronic Service in this action;

I declare I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on August 14, 2018, at San Francisco, California.

Patricia Inabnet

1  
2  
**SERVICE LIST**  
3

4 Marcus J. Bradley, Esq. (SBN 174156)  
5 Kiley L. Grombacher, Esq. (SBN 245960)  
6 BRADLEY/GROMBACHER LLP  
7 2815 Townsgate Road, Suite 130  
8 Westlake Village, California 91361  
9 Tel: (805) 270-7100  
10 Fax: (805) 270-7100  
11 E-Mail: [mbradley@bradleygrombacher.com](mailto:mbradley@bradleygrombacher.com)  
12 [kgrombacher@bradleygrombacher.com](mailto:kgrombacher@bradleygrombacher.com)

13 Attorneys for Plaintiff  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CLYDE & CO US LLP  
633 West 5<sup>th</sup> Street, 26<sup>th</sup> Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600